

BK0445PG0083

MISSISSIPPI, DeSoto County

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO: Robert C. Liddon Baker, Donelson, Bearman & Caldwell 165 Madison Avenue, Suite 2000 Memphis, Tennessee 38103 (901) 526-2000	INDEX AS: Part of the NE 1/4, S25, T1S, R6W and Part of the SE 1/4, S24, T1S, R6W	PROPERTY ADDRESS: 8005 Polk Lane Olive Branch, MS 38654	MAIL TAX BILLS TO: SPI WS II LLC 4229 Cochran Chapel Road Dallas, TX 75209 Attn: Richard D. Squires 214/352-6200	TAX PARCEL NO.: 1066-2403.0-00001.00
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SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, **HEWSON/PHASE II PARTNERS, L.L.C.**, an Arizona limited liability company, hereinafter the "Grantor", has bargained and sold, and by these presents does hereby sell, transfer convey and specially warrant to **SPI WS II LLC**, a Mississippi limited liability company, hereinafter the "Grantee", the land and property lying and being situated in DeSoto County, State of Mississippi, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

TOGETHER WITH any and all tenements, hereditaments and appurtenances to the same belonging and all of the state, claimed or demand whatsoever of the Grantor, in, or to the same or any part thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following: See **Exhibit "B"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the above described Property, with all appurtenances, estate, title and interest thereunto belonging to the Grantee, Grantee's successors and assigns forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, to warrants and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whosoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

STATE MS.-DESOTO CO.
FILED

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W.E. DAVIS CH. CLK.

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MISSISSIPPI, DeSoto County

IN WITNESS WHEREOF, the Grantor has executed this Deed this 8th day of may, 2003 (but having an effective date of may 14, 2003 at 12:01 a.m. C. S. T.).

HEWSON/PHASE II PARTNERS, L.L.C.,
an Arizona limited liability company

By: Robert E. Myers
Robert E. Myers, its Manager

STATE OF ARIZONA
COUNTY OF MARICOPA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of May, 2003, within my jurisdiction, the within-named Robert E. Myers, who acknowledged that he is the Manager of **HEWSON/PHASE II PARTNERS, L.L.C.**, a limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument after first having been duly authorized by said limited liability company so to do.

Deborah J. Bennett
Notary Public

My Commission Expires:

November 4, 2006



Grantor's Address and Phone Number:

Hewson/Phase II Partners, L.L.C.
ATTN: Robert E. Myers, Manager
4636 E. University Drive, Suite 265
Phoenix, AZ 85034
(480) 829-1773

After Recording, Return To:
Holcomb Dunbar, P.A.
P.O. Box 190
Southaven, MS 38671
601.349.0664

File No. 902-186A Initials SDH

Grantee's Address and Phone Number:

~~SPI WS II LLC~~
~~ATTN: Dennis X Wong, Managing Director~~
~~550 California Street, Suite 600~~
~~San Francisco, CA 94104~~
~~(415) 388-7900~~

SPI WS II LLC
Attn: Richard D. Squires
4229 Cochran Chapel Road
Dallas, TX 75209
214/352-6200

EXHIBIT "A"

Description of the SiteTRACT I:

Located in DeSoto County, Mississippi:

Being a survey of a part of the Northeast Quarter of the Northeast Quarter, Part of the Northwest Quarter of the Northeast Quarter, Section 25, Township 1 South, Range 6 West, DeSoto County, Mississippi and part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter, Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 25; thence S89°32'11"W along the North line of said Section 25 a distance of 80.00 feet to the point of beginning; thence S00°31'04"E along a line that is 80.00 feet West of and parallel to the East line of said Section 25, a distance of 491.49 feet to a point; thence S89°13'30"W a distance of 1964.19 feet to a point; thence N00°46'30"W a distance of 1351.48 feet to a point; thence N89°13'30"E a distance of 1965.03 feet to a point; thence S00°51'56"E along a line that is 80.00 feet West of and parallel to the East line of said section 24 a distance of 860.00 feet to the point of beginning and containing 2,656,423 square feet or 60.983 acres, more or less.

TRACT II:

The rights benefitting and burdening the foregoing Tract I created by (a) the Reciprocal Storm Water Detention and Drainage Agreement recorded on December 11, 1998, at 2:56 p.m. in Book 79, Page 486, of the Chancery Clerk's Office, DeSoto County, Mississippi, and re-recorded on January 21, 1999, at 4:14 p.m. in Book 80, Page 182, in said Chancery Clerk's Office and (b) the Reciprocal Connector Easement recorded on December 11, 1998, at 3:00 p.m. in Book 079, Page 511, of the Chancery Clerk's Office, DeSoto County, Mississippi.

EXHIBIT "B"**Permitted Encumbrances**

1. 15' utility easement in favor of City of Olive Branch, Mississippi, running parallel with the west edge of the 80' road right of way for Polk Lane, recorded on August 25, 1998 at 1:04 p.m. in Book 338, Page 562, of the land records of DeSoto County, Mississippi. [Parcels I and II].
2. 15' right of way easement in favor of North Central Mississippi Electric Power Association, running parallel with the west edge of the 80' road right of way for Polk Lane, recorded on August 25, 1998 at 1:03 p.m. in Book 338, Page 559, records aforesaid. [Parcels I and II.]
3. Subdivision restrictions, building lines and easements of record in Plat Book 64, Page 34, records aforesaid. [Parcel I.]
4. Reciprocal storm Water Detention and Drainage Agreement recorded on December 11, 1998 at 2:56 p.m. in Book 79, Page 486, records aforesaid, and re-recorded on January 21, 1999 at 4:14 p.m. in Book 80, Page 182, records aforesaid. [Parcels I and II.]
5. Reciprocal Connector Easement of record on December 11, 1998 at 3:00 p.m. in Book 79, Page 511, records aforesaid. [Parcels I and II.]
6. Parking Easement Agreement recorded on December 11, 1998 at 2:59 p.m. in Book 79, Page 503, records aforesaid. [Parcel I.]
7. Location of 50' building setback line located along the Eastern boundary of the subject property; 25' building setback lines located along the Northern and Southern boundaries of the subject property; 20' building setback line located along the Western boundary of the subject property; 5' utility easements located along the Northern and Southern boundaries of the subject property; 10' construction easement located along the Eastern boundary of the subject property; 30' x 30' telephone easement located in the Southeast corner of the subject property; headwall, concrete pipes, guy wires, fire hydrants, water valves, hose bib/faucets, telephone boxes, post indicator valve, sewer manholes, drainage manholes, light and power poles, 6-72 inlet, sprinkler valve, gravel drives, all as shown on that certain survey designated Job No. 03-0154, dated March 20, 2003, and prepared by Ronald R. Williams of The Reaves Firm, Incorporated. [Parcel I.]
8. Lease Agreement between Hewson/DeSoto Partners, L.L.C., as Lessor and Williams-Sonoma Retail Services, Inc., as Lessee, recorded on December 22, 1999 at 2:47 p.m. in Book 83, Page 518, as subordinated by Tenant Estoppel, Subordination, Non-Disturbance and Attornment Agreement recorded on December 22, 1999, at 2:49 p.m. in Book 83, Page 615, as assigned to and assumed by Hewson/Phase II Partners, L.L.C., pursuant to Assignment of Lease Agreement and Lease Guaranty recorded on December 22, 1999, at 2:55 p.m. in Book 83, Page 711, and by Assignment of Tenant Estoppel, Subordination,

- Non-Disturbance and Attornment Agreement recorded on December 22, 1999, at 2:58 p.m. in Book 83, Page 730, records aforesaid. Further assigned to and assumed by Chase Manhattan Trust Company, National Association, pursuant to Assignment and Assumption Agreement recorded May 21, 2001 at 4:52 p.m. in Book 1329, Page 528 and Power of Attorney Book 90, Page 32, records aforesaid.
9. Location of headwalls, RCPs, post indicator valves, fire hydrants, water valves, plastic pipes, drain manholes, and gravel drive, all as shown on that certain survey dated March 20, 2003, prepared by Ronald R. Williams, of The Reaves Firm, Incorporated. [Parcel II.]
 10. Construction Easement recorded in Book 355, Page 516, records aforesaid. [Parcel I.]
 11. Deed of Trust and Security Agreement from Hewson/DeSoto Partners, L.L.C., for the benefit of Mississippi Business Finance Corporation, recorded on December 22, 1999, at 2:51 p.m. in Book 1175, Page 254, as assigned to and assumed by Hewson/Phase II Partners, L.L.C., pursuant to Assignment of Deed of Trust and Security Agreement and Assignment of Rents, Leases and Profits recorded on December 22, 1999 at 2:57 p.m. in Book 1175, Page 263, both in the land records of DeSoto County, Mississippi. Further assigned to and assumed by Chase Manhattan Trust Company, National Association, pursuant to Assignment and Assumption Agreement recorded May 21, 2001 at 4:52 p.m. in Book 1329, Page 528 and Power of Attorney Book 90, Page 32, records aforesaid.
 12. Assignment of Rents, Leases and Profits from Hewson/DeSoto Partners, L.L.C., to Mississippi Business Finance Corporation recorded on December 22, 1999, at 2:52 p.m. in Book 83, Page 630, as assigned to and assumed by Hewson/Phase II Partners, L.L.C., pursuant to Assignment of Deed of Trust and Security Agreement and Assignment of Rents, Leases and Profits, recorded on December 22, 1999, at 2:57 p.m. in Book 1175, Page 263, records aforesaid. Further assigned to and assumed by Chase Manhattan Trust Company, National Association, pursuant to Assignment and Assumption Agreement recorded May 21, 2001 at 4:52 p.m. in Book 1329, Page 528 and Power of Attorney Book 90, Page 32, records aforesaid.
 13. Trust Indenture between the Mississippi Business Finance Corporation and First Tennessee Bank National Association, as Trustee, recorded on December 22, 1999 at 2:53 p.m., in Book 83, Page 637, records aforesaid.
 14. UCC Financing Statement naming Mississippi Business Finance Corporation, as debtor, and First Tennessee Bank National Association, as secured party, filed for record on December 22, 1999, as number 206-12-99, in the Uniform Commercial Code records of DeSoto County, Mississippi.
 15. UCC Financing Statement naming Hewson/Phase II Partners, L.L.C., as debtor and Mississippi Business Finance Corporation, as secured party, filed for record on December 22, 1999 as number 205-12-99, records aforesaid.

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16. Assignment of Loan Agreement and Promissory Note from Hewson/DeSoto Partners, L.L.C., to Hewson/Phase II Partners, L.L.C., recorded on December 22, 1999 at 2:56 p.m. in Book 83, Page 720, of the land records of DeSoto County, Mississippi. Further assigned to and assumed by Chase Manhattan Trust Company, National Association, pursuant to Assignment and Assumption Agreement recorded May 21, 2001 at 4:52 p.m. in Book 1329, Page 528 and Power of Attorney Book 90, Page 32, records aforesaid.
17. Taxes and assessments for the year 2003, which are not yet due and payable.